



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **AS-0**

January 2, 2003

Revised

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**ARMED SECURITY SERVICES FOR VARIOUS
DEPARTMENT OF PUBLIC WORKS' FIELD FACILITIES
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that these services can be more economically performed by an independent contractor than by County employees.
2. Award the contract for "Armed Security Services for Various Department of Public Works' Field Facilities" to California Security, Inc., located in Los Angeles, California. This contract will be for a period of one year commencing on February 1, 2003, or upon Board approval, whichever occurs last, with two 1-year renewal options not to exceed a total contract period of three years.
3. Authorize the contractor to proceed with the work in accordance with the contract's specifications, terms, conditions, and requirements.
4. Authorize Public Works to encumber an annual amount not to exceed \$675,000 plus an extra 15 percent of this amount for additional, extraordinary, or as-needed security service requirements that may be identified. This amount is based on Public Works' estimated requirements and on the contractor's price to perform the work.

5. Delegate authority to the Director of Public Works to execute this contract and to renew it for the two 1-year renewal options, if, in the opinion of the Director, renewal is warranted.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Works requires armed security services at various field facilities in order to prevent theft and/or vandalism of County property. Since 1981, this service has been contracted. The contractor will provide trained security personnel for the purpose of securing various field facilities, controlling the facilities' egress and ingress, and for preventing individuals or groups from committing illegal acts which are injurious to others and/or property. The scope of work includes overnight security coverage during the week and around-the-clock coverage on the weekends.

Implementation of Strategic Plan Goals

This contract is consistent with the County's Strategic Plan Goals of Fiscal Responsibility and Organizational Effectiveness. This contract will improve internal operations through the utilization of this contractor's expertise to effectively provide these services in a timely and cost-effective manner.

FISCAL IMPACT/FINANCING

This contract is for an annual amount not to exceed \$675,000 plus an extra 15 percent of this amount for additional, extraordinary, or as-needed security services which may be identified. The additional funds provide for emergency security operations such as national emergencies, threats to our employees, and as a short term deterrent to occasional criminal activities at our field facilities. The \$675,000 requested amount is based on the contractor's annual bid price of \$399,553 to perform security services at our core facilities and our estimate of an additional \$275,447 that may be required for additional, as-needed security at capital project sites and for enhanced/expanded services at our facilities. The additional 15 percent of the \$675,000 requested (\$101,250) is for unanticipated contingencies. These additional funds will not be expended without the Director's authorization. This contract will commence on February 1, 2003, or upon Board approval, whichever occurs last, for a period of one year. With the Board's delegated authority, the Director may renew this contract from year to year for a total contract period not to exceed three years. In any event, this contract may be canceled or terminated at any time by the County, without cause, upon the giving of at least 30 days' written notice to the contractor.

Funds are available in Public Works' Fiscal Year 2002-03 budget to cover the cost of this contract. There will be no impact on net County cost.

Public Works has calculated the cost-effectiveness of contracting for this service. Based on the cost calculations, Public Works has determined that this service can be more economically performed by an independent contractor than by County employees. The Auditor-Controller has reviewed and approved these calculations.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has approved the sample contract (Enclosure C) as to form.

This work is being contracted in accordance with procedures authorized under County Charter Section 44.7, Part 3, and Chapter 2.121 (Contracting with Private Business) of the Los Angeles County Code. The mandatory requirements for contracting set forth in County Code Section 2.121.380 have been met.

Public Works has determined that the contractor complies with the requirements of the Living Wage Program (Los Angeles County Code Chapter 2.201) and agrees to pay its full-time employees providing this service a living wage.

Public Works has confirmed that the Child Support Services Department has received the contractor's Principal Owner Information form in compliance with Los Angeles County Code Chapter 2.200 (Child Support Compliance Program).

CONTRACTING PROCESS

On September 25, 2002, Public Works solicited proposals from 208 independent contractors and community business organizations to accomplish this work. Also, a notice of proposal availability was placed on the County's bid website (Enclosure A) and an advertisement was placed in the Los Angeles Times.

On October 24, 2002, 13 proposals were received. These proposals were first reviewed to ensure that they met the mandatory requirements as outlined in the Request for Proposals (RFP). One proposal was eliminated from further consideration for not meeting various mandatory submission requirements and another for not meeting the County's Employee Jury Service Ordinance requirements. The remaining proposals, having met these requirements, were then evaluated by an evaluation committee consisting of Public Works' staff. The committee's evaluation was based on criteria described in the RFP

which included proposal price, work plan of action, references, experience, and financial resources. Based on this evaluation, Public Works is recommending that a contract be awarded to California Security, Inc., located in Los Angeles, California, who was found to be the responsive, responsible, and lowest priced proposer to perform the required services. California Security, Inc., was ranked third in the proposal scoring. The highest rated proposer, Inter-Con Security, Inc., is not recommended because of a number of critical contractor evaluations given by the County's Office of Public Safety and an unfavorable reference provided by the City of Los Angeles. The number two rated proposer, Pacific Security Systems, Inc., declined to enter into this contract.

Public Works accessed available resources to review and assess the proposed contractor's past performance, history of labor law violations, and any negative experiences with County contracts. Our review found reported claims of labor law violations involving our top three rated proposers. These violations were submitted to the County's Labor Law Assessment Team for review.

Enclosure B reflects the proposers' minority participation. The contractor was selected upon final analysis and consideration without regard to race, creed, gender, or color.

This contract contains Board-ordered contract terms regarding current and new employees notification of Federal-earned income tax credit, agreement to maximize to the extent possible the use of recycled-content paper products, contractor responsibility and debarment, jury service requirements, and nonpayment for services rendered after expiration or termination of the contract.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance, as well as a performance bond will be obtained from the contractor before any work is assigned.

As requested by your Board, the contractor has submitted a safety record which, in our opinion, reflects that activities conducted by the contractor in the past have been according to reasonable standards of safety.

In accordance with the Chief Administrative Officer's June 15, 2001, instructions, this is Public Works' assurance that this contractor will not be requested to perform services which will exceed the contract's approved amount, scope of work, and/or terms.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of this contract will not result in the displacement of any County employees, as this service is presently contracted with the private sector.

CONCLUSION

One approved copy of this letter is requested.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

LG

A:\Armed Security Services for Field Facilities.wpd

Enc. 3

cc: Chief Administrative Office
County Counsel
Auditor-Controller (Dewitt Roberts) (w/o enc.)
Office of Affirmative Action Compliance (Robert Valdez)

S A M P L E A G R E E M E N T

THIS AGREEMENT, made and entered into as of this _____ day of _____, 2002, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic, hereinafter referred to as "COUNTY," and CALIFORNIA SECURITY, INC., hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H

FIRST: That the Contractor, for the consideration hereinafter set forth and the acceptance by the Board of Supervisors of said County of the Contractor's proposal filed with the County on the 24th day of October 2002, hereby agrees to provide for a period of one year armed and unarmed security services for Public Works' major field facilities with maximum efficiency and in a cost effect manner, to the satisfaction of the Director of Public Works, as described in the attached Specifications for "Armed Security Services for Various Department of Public Works' Field Facilities."

SECOND: The Contract Specifications and the Standard Terms and Conditions of Los Angeles County Services Contracts, and the Contractor's proposal, all attached hereto, and the insurance certifications and any addendums are incorporated herein, and are agreed by the County and the Contractor to constitute an integral part of the Contract documents.

THIRD: The County agrees, in consideration of satisfactory completion of the services in strict accordance with the Contract Specifications to the satisfaction of the Director of Public Works, to pay to the Contractor pursuant to Part I, Section 6, Schedule of Prices, as set forth in the Contractor's proposal, an annual amount not to exceed \$675,000, or such greater sum as the Board may approve.

FOURTH: The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

FIFTH: In the event that the Terms and Conditions which may be listed in the Contractor's proposal conflict with the County's Specifications, Requirements, Terms, and Conditions, the County's Specifications, Requirements, Terms, and Conditions shall control and be binding.

SIXTH: The Contractor agrees to meet the County's requirements in strict accordance with the Contract Specifications.

SEVENTH: This Contract constitutes the entire agreement between the County and the Contractor with respect to the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings.

[illegible]

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

CALIFORNIA SECURITY, INC.

By _____
Its President

By _____
Its Secretary